

EXHIBIT B

**SUMMARY OF TERMS AND CONDITIONS
THIRD AMENDMENT TO
MARITZ HOLDINGS INC. CREDIT AGREEMENT**

Second Amended and Restated Credit Agreement (as amended, restated or modified from time to time, the "Credit Agreement") dated as of March 30, 2007, among Maritz Holdings Inc. (which was formerly known as Maritz Inc.), as borrower (the "Borrower"), the domestic subsidiaries of the Borrower, as guarantors, the lenders party thereto (the "Lenders") and Bank of America, N.A. as administrative agent (the "Administrative Agent"). Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

WAIVER:	The Events of Default that occurred as a result of the Loan Parties' failure to comply with Section 8.1(d) of the Credit Agreement (Consolidated Fixed Charge Coverage Ratio) for the quarters ended June 30, 2009 and September 30, 2009 will be permanently waived and the existing temporary waiver will be terminated.
COMMITMENTS:	The Aggregate Revolving Commitments will be permanently reduced from \$125,000,000 to \$65,000,000.
AFFIRMATIVE COVENANTS:	A new affirmative covenant will be added to the Credit Agreement to require the Borrower to deliver a pro forma compliance certificate showing compliance with the financial covenants before making any cash rent or lease payments for the South Campus.
RESTRICTED PAYMENTS:	Restricted Payments consisting of discretionary dividends (non-tax distributions) permitted by Section 8.06(d) of the Credit Agreement (i) will not be permitted through December 31, 2009; (ii) from and after January 1, 2010 to and including March 31, 2011, will be limited to \$2.0 million in the aggregate, subject to compliance with the Consolidated Fixed Charge Coverage Ratio, after giving effect to such Restricted Payments on a Pro Forma Basis and (iii) from and after April 1, 2011, will be subject to the current restrictions.
INVESTMENTS:	<p>Permitted Acquisitions shall be amended (i) to permit the Acquisition of American Express Incentive Services, LLC ("AEIS") and (ii) with respect to all other Permitted Acquisitions, (A) to reduce the aggregate consideration permitted to be paid for any Permitted Acquisition (without the approval of the Required Lenders) from \$25,000,000 to \$15,000,000 and (B) to require that the Borrower deliver to the Administrative Agent a certificate demonstrating that, upon giving effect to any Permitted Acquisition on a Pro Forma Basis, the Consolidated Leverage Ratio is not greater than 1.75 to 1.0.</p> <p>Upon the Acquisition of AEIS, AEIS will become a Subsidiary of the Borrower and AEIS will be required to become a Guarantor under the Credit Agreement. In connection with becoming a Guarantor under the Credit Agreement, (i) AEIS's present and future investments in bond mutual funds will be permitted investments under the Credit Agreement so long as such investments are made in a manner consistent with past practices, (ii) within thirty days, AEIS will be required to open an investment account with Bank of America/Merrill Lynch and transfer all investments into such account (which account shall be subject to the control of the Administrative Agent) and (iii) a covenant will be added to the Credit Agreement to require that any amounts received as a result of the liquidation of such bond mutual funds (accompanied by a withdrawal of the</p>

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